

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 23-Nov-1999		4. REQUISITION/PURCHASE REQ. NO. X00244-7164-3013		5. PROJECT NO. (If applicable)	
6. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER SAN DIEGO REGIONAL CONTRACTS DEPARTMENT CODE 240 937 NORTH HARBOR DRIVE SUITE 212 SAN DIEGO, CA 92132-0212				7. ADMINISTERED BY (If other than item 6) FLEET AND INDUSTRIAL SUPPLY CENTER SAN DIEGO REGIONAL CONTRACTS DEPARTMENT CODE 200 937 NORTH HARBOR DRIVE SUITE 60 SAN DIEGO, CA 92132-0060			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) INDUSTRIAL METAL SUPPLY 7595 RAYTHEON ROAD SAN DIEGO, CA 92111				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00244-98-D-0011			
				X 10B. DATED (SEE ITEM 13) 01-Dec-1997			
CODE 06ZH7		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
AS SPECIFIED PER INDIVIDUAL DELIVERY ORDERS							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.217-9 OPTION TO EXTEND THE TERMS OF THE CONTRACT.							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to exercise the second option year of the above referenced contract for the period 01 December 1999 through 30 November 2000. The total estimated contract price is hereby increased by \$500,000.00 from \$1,250,000.00 to \$1,750,500.00.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				MARY L. O'BRIEN / DIVISION DIRECTOR			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY <i>Mary L. O'Brien</i>		02-Dec-1999	
				(Signature of Contracting Officer)			

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. TRACT ID CODE J	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See block 16C		4. REQUISITION/PURCHASE REQ. NO. X00244-83323000	
5. PROJECT NO. (If applicable)		6. ISSUED BY Fleet and Industrial Supply Center Regional Contracts Department, Code 2403/ 937 North Harbor Drive San Diego, CA 92132-0060		7. ADMINISTERED BY (If other than Item 6) N00244	
				ORIGINAL	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Industrial Metal supply 7550 Ronson Road San Diego, CA 92111 (619) 277-8200 CODE: 06ZH7				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-98-D-0011 10B. DATED (SEE ITEM 11) 12-01-97	
FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) ADMINISTRATIVE CHANGES

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement by both parties

E. IMPORTANT: Contractor is ☒, ☐ is not required to sign this document and return one (1) copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
THE PURPOSE OF THIS MODIFICATION IS ADD FAR 13.301 "GOVERNMENT COMMERCIAL PURCHASE CARD" BY REFERENCE AND TO REVISE ORDERING OFFICERS.

ADD THE FOLLOWING NOTE TO PARAGRAPH 5.2, PAGE 12:

NOTE: FLEET AND INDUSTRIAL SUPPLY CENTER (FISC) AND THEIR CUSTOMERS ARE AUTHORIZED AND ENCOURAGED UNDER FAR 13.103 AND NAVSUPINST 4200.85C TO UTILIZE THE GOVERNMENTWIDE PURCHASE CARD FOR ORDERING AND PAYMENT UP TO \$100,000 AGAINST CONTRACT N00244-97-D-0011 TO THE MAXIMUM EXTENT PRACTICABLE.

PAGE 15, DESIGNATION OF ORDERING ACTIVITIES

Delete: Activity: Fleet and Industrial Supply Center
Address: 937 North Harbor Drive, San Diego, CA

ADD: Activity: Fleet and Industrial Supply Center and Their Customers
Address: Various locations

EXCEPT AS PROVIDED HEREIN, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Shelley Browns, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara A. Davis	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 3-12-99	16B. UNITED STATES OF AMERICA BY <u>Barbara A. Davis</u> (Signature of Contracting Officer)	16C. DATE SIGNED 3/16/99

AMENDMENT OF SOLICITATION		/MODIFICATION OF CONTRACT		CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 12-1-98		4. REQUISITION/PURCHASE REQ. NO. X00244-83323000		5. PROJECT NO. (If applicable)	
6. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER REGIONAL CONTRACTS DEPARTMENT (CODE 2403) 937 NORTH HARBOR DRIVE SAN DIEGO, CA 92132-0600		CODE N00244		7. ADMINISTERED BY (If other than Item 6)		CODE N00244	
ATTN: B. DAVIS (619) 532-2657							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) INDUSTRIAL METAL SUPPLY 7595 RAYTHEON ROAD SAN DIEGO, CA 92111 (619) 277-8200				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-98-D-0011 10B. DATED (SEE ITEM 11) 01 DEC 1997		<div style="text-align: center; font-size: 2em; font-weight: bold;">ORIGINAL</div>	
CODE 883217762							
FACILITY CODE							

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

CITED ON INDIVIDUAL DELIVERY ORDERS

ESTIMATED \$500,000.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT AND MUTUAL AGREEMENT BY BOTH PARTIES


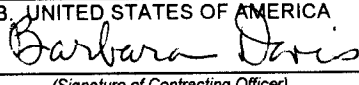
E. IMPORTANT: Contractor ☐ is required to sign this document and return 1 copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS AS FOLLOWS:

1. ADD CLIN 0002 FOR OPTION YEAR ONE
2. OPTION YEAR ONE FOR THE PERIOD OF PERFORMANCE 01 DECEMBER 1998 THROUGH 30 NOVEMBER 1999 FOR CLIN 0002 IS HEREBY EXERCISED IN THE AMOUNT OF AN ESTIMATED \$500,000.00.
3. THE TOTAL AMOUNT OF THE CONTRACT IS INCREASED BY \$500,000.00 FROM \$750,000.00 TO A NEW TOTAL OF \$1,250,000.00.
4. REVISIONS TO FAR CLAUSE 52.216-21 REQUIREMENTS, AND 52.216-18 ORDERING CLAUSE

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Shelley Browns Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA DAVIS	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/30/98	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/30/98

ADD:

CLIN 0002 - OPTION YEAR ONE ESTIMATED \$500,000.00

THE TOTAL ESTIMATED AMOUNT OF THE CONTRACT IS INCREASED BY AN ESTIMATED \$500,000.00 FROM \$750,000.00 TO A NEW ESTIMATED TOTAL OF \$1,250,000.00.

STATEMENT OF WORK, PAGE 6

1.1 BACKGROUND, 2ND PARAGRAPH

ADD AT THE END OF PARAGRAPH THE FOLLOWING: "ACTIVITIES ADDED UNDER THIS CONTRACT WILL NOT BE UNDER THE AUTHORITY OF FAR 52.216-21 REQUIREMENTS (OCT 1995)"

III. APLICABLE CONTRACT CLAUSES, PAGE 15

52.216-18 ORDERING (OCT 1995), PARAGRAPH(a)

DELETE: 01 DEC 1997 THROUGH 30 NOVEMBER 1998

ADD: 01 DEC 1998 THROUGH 30 NOVEMBER 1999

52.216-21 REQUIREMENTS (OCT 1995)

CAUTION: ADD AT END OF PARAGRAPH: "ACTIVITIES ADDED UNDER THIS CONTRACT WILL NOT BE UNDER THE AUTHORITY OF FAR 52.216-21 REQUIREMENTS (OCT 1995)"

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1	TRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See block 16c N00244		4. REQUISITION/PURCHASE REQ. NO. N00244-97-R-5199		5. PROJECT NO. (If applicable)	
6. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER REGIONAL CONTRACTS DEPARTMENT (CODE 2704) 937 NORTH HARBOR DRIVE SAN DIEGO, CA 92132-0600		7. ADMINISTERED BY (If other than Item 6)		CODE		S2404A	

ORIGINAL

ATTN: B. DAVIS (619) 532-2657

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)

INDUSTRIAL METAL SUPPLY CO.
7550 RONSON ROAD
SAN DIEGO, CA 92111

(619) 277-8200

CODE 06ZH7

FACILITY CODE

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00244-98-D-0011

10B. DATED (SEE ITEM 11)

25 NOV 97

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS TO CORRECT PERIOD OF PERFORMANCE AS FOLLOWS:

III. APPLICABLE CONTRACT CLAUSES: PAGE 15, FAR 52.216-18 ORDERING (OCT 1995)

DELETE: 01 DEC 1997 THROUGH 30 SEPT 1998
ADD: 01 DEC 1997 THROUGH 30 NOV 1998

PERIOD OF PERFORMANCE, PAGE 19
DELETE: ENDING 30 SEPT 1998
ADD: ENDING 30 NOV 1998

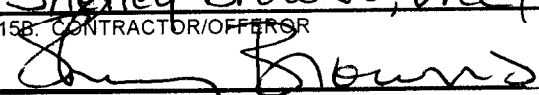
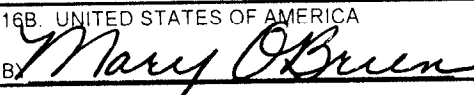
PERIOD OF PERFORMANCE, OPTION I
DELETE: 01 OCTOBER 1998 TO 30 SEPTEMBER 1999
ADD: 01 DECEMBER 1998 THROUGH 30 NOVEMBER 1999

PERIOD OF PERFORMANCE, OPTION II
DELETE: 01 OCTOBER 1999 TO 30 SEPTEMBER 2000
ADD: 01 DECEMBER 1999 TO 30 NOVEMBER 2000

PERIOD OF PERFORMANCE, OPTION III
DELETE: 01 OCTOBER 2000 TO 30 SEPTEMBER 2001
ADD: 01 DECEMBER 2000 TO 30 NOVEMBER 2001

PERIOD OF PERFORMANCE, OPTION IV
DELETE: 01 OCTOBER 2001 TO 30 SEPTEMBER 2002
ADD: 01 DECEMBER 2001 TO 30 NOVEMBER 2002

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Shelley Browns, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY L. O'BRIEN	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 7-10-98	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 7-14-98

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 12 MAY 98	4. REQUISITION/PURCHASE REQ. NO. N00244-97-R-5199	5. PROJECT NO. (If applicable)	
6. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER 937 NORTH HARBOR DRIVE SAN DIEGO, CA 92132-0060 NADINE TAVARES, CODE 2414, (619)532-2576		CODE N00244	7. ADMINISTERED BY (If other than Item 6) SAME AS BLOCK 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) INDUSTRIAL METAL SUPPLY CO. 7550 RONSON ROAD SAN DIEGO, CA 92111			<div style="text-align: center; font-size: 2em; font-weight: bold;">ORIGINAL</div>		
CODE 06ZH7			FACILITY CODE		
			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00244-98-D-0011 10B. DATED (SEE ITEM 13) 25 NOV 97		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS ADMINISTRATIVE MODIFICATION IS AS FOLLOWS:

A. CHANGE THE CONTRACTOR'S ADDRESS TO READ AS SHOWN IN BLOCK 8 ABOVE.

B. EXCEPT AS PROVIDED HEREIN, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MARY L. O'BRIEN	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Mary L. O'Brien</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5-13-98
(Signature of person authorized to sign)			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUIRED ORDER NUMBER N0024- 164-3013		PAGE 1 OF 30	
2. CONTRACT NO. N00244-98-D-0011		3. AWARD EFFECTIVE DATE: 01 Dec 1997		4. ORDER NUMBER		5. SOLICITATION NUMBER N00244-97-R-5199	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Barbara Davis, Code 2403				b. TELEPHONE NUMBER (No collect calls) (619) 532-2657	
9. ISSUED BY FLEET AND INDUSTRIAL SUPPLY CENTER CODE 2403 937 N. HARBOR DRIVE SAN DIEGO, CA 92132-0060				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3312 SIZE STANDARD: 1,000 emp.		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO See Individual Delivery Orders				16. ADMINISTERED BY Fleet and Industrial Supply Center 937 North Harbor Drive San Diego, CA 92132-0060			
17a. CONTRACTOR/OFFEROR Industrial Metal Supply Co. 7595 Raytheon Road San Diego, CA 92111				18a. PAYMENT WILL BE MADE BY See Individual Delivery Orders			
TELEPHONE NO. (619) 277-8200				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Wide Array of Metal - Base Year Estimated See Attachment (1) for Complete Item Descriptions			1	LO	\$750,000.00	\$750,000.00
25. ACCOUNTING AND APPROPRIATION DATA See Individual Delivery Orders						26. TOTAL AWARD AMOUNT (For Govt. Use Only) Estimated \$750,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO _____ <input type="checkbox"/> ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE 97-R-5199 OFFER <input checked="" type="checkbox"/> DATED 11/5/97 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mary O'Brien</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) See Attached SF 1449		30c. DATED SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mary O'Brien		31c. DATE SIGNED 11-25-97	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32c. DATE				38. S/R ACCOUNT NUMBER		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY (Print)			
41c. DATE				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AMENDMENT OF SOLICITATION/M

FICATION OF CONTRACT

1. CON CT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

0002

3. EFFECTIVE DATE

03 NOV 1997

4. REQUISITION/PURCHASE REQ. NO.

X0024471843013

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

N00244

7. ADMINISTERED BY (If other than Item 6)

CODE

FLEET AND INDUSTRIAL SUPPLY CENTER
REGIONAL CONTRACTS DEPARTMENT (CODE 2403)
937 NORTH HARBOR DRIVE
SAN DIEGO, CA 92132-0600

ATTN: BARBARA DAVIS (619) 532-2857

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)

Industrial Metal Supply Co
7595 Raytheon Road
San Diego, California 92111

(✓)

9A. AMENDMENT OF SOLICITATION NO.

X

N00244-97-R-5199

9B. DATED (SEE ITEM 11)

97 JULY 27

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 11)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return 1 copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS AMENDMENT IS TO DELETE/AMEND ITEM DESCRIPTION AND TO ESTABLISH A DATE FOR RECEIPT OF BEST AND FINAL OFFERS (BAFO).

SEE PAGE 2 OF 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Shelley Browns, Vice President

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

11-6-97

BY (Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV 10 83)
FAR (48 CFR) 53.243

N00244-97-R-5199

Page 2

Amendment 0002

SF1442, PAGES 3,4,5,6 AND 7 CHANGE UNIT OF ISSUE FOR:

<u>FSC</u>	<u>NIIN</u>	<u>UNIT OF ISSUE</u>
9530	010295071	FROM: SL TO: FT

ATTACHMENT (1) ITEM DESCRIPTION DISKETTES**DELETE IN THEIR ENTIRETY:**

FSC: 9505	NIIN: 00-287-9840
FSC: 9540	NIIN: 01-293-6210
FSC: 9540	NIIN: 01-373-5101

FSC: 9525 NIIN: 00-277-6045, WIRE, NON ELECTRIC**DELETE: QQ-L-171, GRADE A****ADD: STANDARD GRADE A COMMERCIAL WIRE****FSC: 9515 NIIN: 00-222-4364, PLATE, FLOOR METAL****DELETE: B1 PATTERN NO. 8****ADD: B PATTERN**

BEST AND FINAL OFFERS MUST BE RECEIVED BY 3:00 P.M. ON 10 NOVEMBER 1997. AT THAT TIME, NEGOTIATIONS WILL BE CONSIDERED TO BE CLOSED. ANY COMMUNICATION RECEIVED AFTER THAT TIME WILL BE HANDLED IN ACCORDANCE WITH FAR 52.215-10, "LATE SUBMISSIONS, MODIFICATION AND WITHDRAWALS OF PROPOSALS." TELEGRAPHIC RESPONSES TO THIS REQUEST FOR BAFO ARE NOT AUTHORIZED. HANDCARRIED RESPONSES MUST BE DELIVERED TO THE ADDRESS IN BLOCK 9 OF STANDARD FORM 1449. YOUR PROPOSAL MUST BE IDENTIFIED AS A BAFO AND MUST INCLUDE A STATEMENT THAT EXTENDS THE VALIDITY AND ACCEPTANCE OF YOUR OFFER FOR SIXTY (60) DAYS AFTER CLOSING DATE OF NEGOTIATIONS.

UPON RECEIPT OF THE BAFO, A FINAL EVALUATION WILL BE MADE OF YOUR PROPOSAL AND THE SELECTION DECISION WILL BE MADE IN ACCORDANCE WITH THE EVALUATION CRITERIA ESTABLISHED IN THE SOLICITATION. NO FURTHER INFORMATION OR THE STATUS OF THE AWARD CAN BE GIVEN UNTIL A CONTRACT IS AWARDED.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 23 Oct 1997	4. REQUIREMENT/PL/MECHANISM REQ. NO. X00224471643013	5. PROJECT NO. (if applicable)
6. ISSUED BY Fleet and Industrial Supply Center Code 2483 - Harbors Davis 937 N. Harbor Drive San Diego, CA 92132-0060	7. ADMINISTERED BY (if other than Item 4)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP code)		9A. AMENDMENT OF SOLICITATION NO. N00244-97-R-5199 9B. DATED (SEE ITEM 11) 97 JULY 27 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)	
FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENT OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth Item 14. The hour and date specified for receipt of Offers extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 14 and 15, and returning <u>ONE</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change and offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (if required)	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.		<input type="checkbox"/> is extended, <input type="checkbox"/> is out	
(X) A. THE CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing offer, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 4.1. (USG). C. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)		B. IMPORTANT: <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Describe by UIC action headings, including solicitation/contract subject matter where feasible.) THE PURPOSE OF THIS AMENDMENT IS TO OPEN DISCUSSIONS, ISSUE REVISED STANDARD FORM 1449 AND REVISED/ADDITIONAL PAGES TO SOLICITATION N00244-97-R-5199.			

SEE PAGE 2 OF 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as inoperative changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Shelley Browns, Vice President
 15B. CONTRACT/ORDER NO.
 11-25-97
 15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

16C. DA

Amendment 0001 is issued to open discussions, issue Revised Standard Form 1449, Pages 2-7 along with revised/additional pages to solicitation N00244-97-R-5199.

DELETE: Pages 2 - 7

SUBSTITUTE: Amendment 0001, Pages 2 - 7, Enclosure (1)

DELETE: Page 13

SUBSTITUTE: Amendment 0001, Page 13, Enclosure (2)

ADD: Amendment 0001, Page 14A, Enclosure (3)

DELETE: Page 25

SUBSTITUTE: Amendment 0001, Page 25, Enclosure (4)

ADD: Amendment 0001, Page 37A, Enclosure (5)

DELETE: Page 38

SUBSTITUTE: Amendment 0001, Page 38, Enclosure (6)

DELETE: Page 39

SUBSTITUTE: Amendment 0001, Page 39, Enclosure (7)

Questions/discussions must be in writing and addressed to Barbara Davis, Contracting Officer, during the period of 23 October 1997 to 3:00 P.M. October 31, 1997. Questions may be FAXED to (619) 532-2575.

Closing date for Best and Final Offers (BAFO) will be established in forthcoming amendment.

Enclosures: (1) Pages 2 - 7
(2) Page 13
(3) Page 14A
(4) Page 25
(5) Page 37A
(6) Page 38
(7) Page 39

SOLICITATION/CONTRACT/ORDER OR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
X002244 643013

PAGE 1 OF 39

2. CONTRACT NO.

3. AWARD EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
N00244-97-R-5199

6. SOLICITATION ISSUE DATE
24 JULY 1997

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
BARBARA DAVIS, CODE 2403

b. TELEPHONE NUMBER (No collect calls)
6195322657

8. OFFER DUE DATE/LOCAL TIME
25 AUG 97 3 P

9. ISSUED BY

CODE N00244

FLEET AND INDUSTRIAL SUPPLY CENTER
CODE 210A94 BID OFFICER
937 N.HARBOR DRIVE
SAN DIEGO, CA 92132-0212
619 532 2690
FAX 619 532 2575

10. THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SET ASIDE: %FOR

☐ SMALL BUSINESS

☐ SMALL DISADV. BUSINESS

☐ 8(A)

SIC: 3312
SIZE STANDARD: 1,000 emp.

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☐ SEE SCHEDULE

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ

☐ IFB

☒ RFP

CODE

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

5051

FACILITY CODE

Industrial Metal Supply Co
7595 Raytheon Road
San Diego, Ca 92111

TELEPHONE NO. 619-277-8200

18a. PAYMENT WILL BE MADE BY

CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGES 2 THROUGH 7				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO _____
☐ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER
☐ DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATED SIGNED

Shelley Browns Vice President 8-25-97

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

☐ PARTIAL ☐ FINAL

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

I. THE FOLLOWING INFORMATION REPLACES SF 1449, BLOCKS 19 - 24:

This request for proposal seeks offers from commercial suppliers for delivery of a wide array of Federal Supply Class (FSC) 9500, Metal Bars, Sheets as listed in the contract's item description, Attachment (1) Diskettes. For evaluation purposes the Government has selected 10% of the each sub-class (i.e., 9505, 9510, 9515, 9520, 9525, 9530, 9535, and 9540) of FSC 9500. The contractor is required to propose a Unit Price for the items shown below:

NOTE: For a complete description of item, the contractor may cross reference NIIN numbers listed on pages 2 and 3 with identical NIIN numbers listed numerically in each sub-class on (Microsoft Excel) diskette.

STANDARD FORM 1449, BLOCKS 19 - 24					
	FEDERAL	SUPPLY	CLASS	9500	
	BASE YR				
FSC	NIIN	Est. Annual	Unit of	Vendors	TOTAL
		Quantity	Issue	Unit Price	PRICE
9505	005541420	1000	LB	\$ 6.03	\$ 6030.00
9505	002934208	272	LB	\$ 4.73	\$ 1286.56
9505	002212650	34	FT	\$ 2.25	\$ 76.50
9505	005961404	330	FT	\$.14	\$ 46.20
9510	001890629	40	FT	\$ 35.13	\$ 1405.20
9510	001881735	120	FT	\$ 33.87	\$ 4064.44
9510	001890607	12	FT	\$ 130.00	\$ 1560.00
9510	001999330	80	FT	\$ 23.85	\$ 1908.00
9510	001890593	92	FT	\$ 15.50	\$ 1426.00
9515	002044583	116	SH	\$ 133.00	\$ 15,428.00
9515	002044581	52	SH	\$ 166.00	\$ 8,632.00
9515	002224364	20	PM	\$ 750.00	\$ 15,000.00
9515	002044585	50	SH	\$ 108.00	\$ 5400.00
9515	002044622	4	PM	\$ 2740.00	\$ 10960.00
9520	002774913	5588	FT	\$.67	\$ 3743.96
9520	002774914	4000	FT	\$.85	\$ 3400.00
9520	002774934	1400	FT	\$.57	\$ 798.00
9520	002777298	84	FT	\$ 4.12	\$ 346.08
9520	002775986	2202	FT	\$.40	\$ 880.80
9525	002777829	24	CL	\$ 602.00	\$ 14,568.00
9525	010798232	2	CL	\$ 225.00	\$ 450.00
9525	002776045	2	CL	\$ 150.00	\$ 300.00

FSC	BASE YEAR NIIN	CONTINUED Est. Annual Quantity	Unit of Issue	Vendors Unit Price	Total Price
9530	010295071	20	Fr	\$ 1218.00	\$ 24,360.00
9530	010930048	20	FT	\$ 776.00	\$ 15,520.00
9530	010156939	2	EA	\$ 1171.00	\$ 2342.00
9530	001078501	10	FT	\$ 206.55	\$ 2065.50
9530	010170817	44	FT	\$ 132.00	\$ 5808.00
9530	002382146	10	EA	\$ 368.00	\$ 3680.00
9530	002344488	10	EA	\$ 554.00	\$ 5,540.00
9535	002326880	118	SH	\$ 119.25	\$ 14,071.50
9535	002777808	20	SH	\$ 224.00	\$ 4480.00
9535	002326869	162	SH	\$ 40.00	\$ 6480.00
9535	002326870	104	SH	\$ 59.20	\$ 6208.00
9535	011337372	22	PM	\$ 676.00	\$ 14,872.00
9540	005422699	3200	FT	\$ 2.54	\$ 8128.00
9540	005956701	400	FT	\$ 8.09	\$ 3236.00
9540	005422740	88	FT	\$ 8.20	\$ 721.60
9540	005422751	100	FT	\$ 14.32	\$ 1432.00
9540	005422749	100	FT	\$ 17.50	\$ 1750.00
9540	005422708	308	FT	\$ 3.95	\$ 1216.60
TOTAL					219,620.94

	FEDERAL	SUPPLY	CLASS	9500	
	OPTION ONE				
FSC	NIIN	Est. Annual	Unit of	Vendors	TOTAL
		Quantity	Issue	Unit Price	PRICE
9505	005541420	1000	LB	\$ 6.03	\$ 6030.00
9505	002934208	272	LB	\$ 4.73	\$ 1286.56
9505	002212650	34	FT	\$ 2.25	\$ 76.50
9505	005961404	330	FT	\$.14	\$ 46.20
9510	001890629	40	FT	\$ 35.13	\$ 1405.20
9510	001881735	120	FT	\$ 33.87	\$ 4064.44
9510	001890607	12	FT	\$ 130.00	\$ 1560.00
9510	001999330	80	FT	\$ 23.85	\$ 1908.00
9510	001890593	92	FT	\$ 15.50	\$ 1426.00
9515	002044583	116	SH	\$ 133.00	\$ 15428.00
9515	002044581	52	SH	\$ 166.00	\$ 8632.00
9515	002224364	20	PM	\$ 750.00	\$ 15,000.00

9515	002044585	50	SH	\$ 108.00	\$ 5400.00
9515	002044622	4	PM	\$ 2740.00	\$ 10,960.00
9520	002774913	5588	FT	\$.67	\$ 3743.96
9520	002774914	4000	FT	\$.85	\$ 3400.00
9520	002774934	1400	FT	\$.57	\$ 798.00
9520	002777298	84	FT	\$ 4.12	\$ 346.08
9520	002775986	2202	FT	\$.40	\$ 880.80
9525	002777829	24	CL	\$ 602.00	\$ 14,568.00
9525	010798232	2	CL	\$ 225.00	\$ 450.00
9525	002776045	2	CL	\$ 150.00	\$ 300.00
9530	010295071	20	SL	\$ 1218.00	\$ 24,360.00
9530	010930048	20	FT	\$ 776.00	\$ 15,520.00
9530	010156939	2	EA	\$ 1171.00	\$ 2342.00
9530	001078501	10	FT	\$ 206.55	\$ 2065.50
9530	010170817	44	FT	\$ 132.00	\$ 5808.00
9530	002382146	10	EA	\$ 368.00	\$ 3680.00
9530	002344488	10	EA	\$ 554.00	\$ 5540.00
9535	002326880	118	SH	\$ 119.25	\$ 14,071.50
9535	002777808	20	SH	\$ 224.00	\$ 4,480.00
9535	002326869	162	SH	\$ 40.00	\$ 6480.00
9535	002326870	104	SH	\$ 59.70	\$ 6208.00
9535	011337372	22	PM	\$ 676.00	\$ 14,872.00
9540	005422699	3200	FT	\$ 2.54	\$ 8128.00
9540	005956701	400	FT	\$ 8.09	\$ 3236.00
9540	005422740	88	FT	\$ 8.20	\$ 721.60
9540	005422751	100	FT	\$ 14.32	\$ 1432.00
9540	005422749	100	FT	\$ 17.50	\$ 1750.00
9540	005422708	308	FT	\$ 3.95	\$ 1216.60
	TOTAL				219,620.94

OPTION TWO					
FSC	NIIN	Est. Annual Quantity	Unit of Issue	Vendors Unit Price	TOTAL PRICE
9505	005541420	1000	LB	\$ 6.03	\$ 6030.00
9505	002934208	272	LB	\$ 4.73	\$ 1286.56
9505	002212650	34	FT	\$ 2.25	\$ 76.50
9505	005961404	330	FT	\$.14	\$ 46.20
9510	001890629	40	FT	\$ 35.13	\$ 1405.20
9510	001881735	120	FT	\$ 33.87	\$ 4064.44
9510	001890607	12	FT	\$ 130.00	\$ 1560.00
9510	001999330	80	FT	\$ 23.85	\$ 1908.00
9510	001890593	92	FT	\$ 15.50	\$ 1426.00
9515	002044583	116	SH	\$ 133.00	\$ 15428.00
9515	002044581	52	SH	\$ 166.00	\$ 8632.00

9515	002224364	20	PM	\$ 750.00	\$ 15,000.00
9515	002044585	50	SH	\$ 108.00	\$ 5400.00
9515	002044622	4	PM	\$ 2740.00	\$ 10960.00
9520	002774913	5588	FT	\$.67	\$ 3743.96
9520	002774914	4000	FT	\$.85	\$ 3400.00
9520	002774934	1400	FT	\$.57	\$ 798.00
9520	002777298	84	FT	\$ 4.12	\$ 346.08
9520	002775986	2202	FT	\$.40	\$ 880.80
9525	002777829	24	CL	\$ 607.00	\$ 14,568.00
9525	010798232	2	CL	\$ 225.00	\$ 450.00
9525	002776045	2	CL	\$ 150.00	\$ 300.00
9530	010295071	20	SL	\$ 1218.00	\$ 24,360.00
9530	010930048	20	FT	\$ 776.00	\$ 15,520.00
9530	010156939	2	EA	\$ 1171.00	\$ 2342.00
9530	001078501	10	FT	\$ 206.55	\$ 2065.50
9530	010170817	44	FT	\$ 132.00	\$ 5808.00
9530	002382146	10	EA	\$ 368.00	\$ 3680.00
9530	002344488	10	EA	\$ 554.00	\$ 5540.00
9535	002326880	118	SH	\$ 119.25	\$ 14,071.50
9535	002777808	20	SH	\$ 224.00	\$ 4480.00
9535	002326869	162	SH	\$ 40.00	\$ 6480.00
9535	002326870	104	SH	\$ 59.70	\$ 6208.00
9535	011337372	22	PM	\$ 676.00	\$ 14,872.00
9540	005422699	3200	FT	\$ 2.54	\$ 8128.00
9540	005956701	400	FT	\$ 8.09	\$ 3236.00
9540	005422740	88	FT	\$ 8.20	\$ 721.60
9540	005422751	100	FT	\$ 14.32	\$ 1432.00
9540	005422708	308	FT	\$ 17.50	\$ 1750.00
9540	005422749	100	FT	\$ 3.95	\$ 1216.60
TOTAL					219,620.94
OPTION THREE					
FSC	NIIN	Est. Annual	Unit of	Vendors	TOTAL
		Quantity	Issue	Unit Price	
9505	005541420	1000	LB	\$ 6.03	\$ 6030.00
9505	002934208	272	LB	\$ 4.73	\$ 1286.56
9505	002212650	34	FT	\$ 2.25	\$ 76.50
9505	005961404	330	FT	\$.14	\$ 46.20
9510	001890629	40	FT	\$ 35.13	\$ 1405.20
9510	001881735	120	FT	\$ 33.87	\$ 4064.44
9510	001890607	12	FT	\$ 130.00	\$ 1560.00
9510	001999330	80	FT	\$ 23.85	\$ 1908.00
9510	001890593	92	FT	\$ 15.50	\$ 1426.00
9515	002044583	116	SH	\$ 133.00	\$ 15428.00
9515	002044581	52	SH	\$ 166.00	\$ 8632.00

9515	002224364	20	PM	\$ 750.00	\$ 15,000.00
9515	002044585	50	SH	\$ 108.00	\$ 5400.00
9515	002044622	4	PM	\$ 2740.00	\$ 10960.00
9520	002774913	5588	FT	\$.67	\$ 3743.96
9520	002774914	4000	FT	\$.85	\$ 3400.00
9520	002774934	1400	FT	\$.57	\$ 798.00
9520	002777298	84	FT	\$ 4.12	\$ 346.08
9520	002775986	2202	FT	\$.40	\$ 880.80
9525	002777829	24	CL	\$ 607.00	\$ 14568.00
9525	010798232	2	CL	\$ 225.00	\$ 450.00
9525	002776045	2	CL	\$ 150.00	\$ 300.00
9530	010295071	20	SL	\$ 1218.00	\$ 24360.00
9530	010930048	20	FT	\$ 776.00	\$ 15520.00
9530	010156939	2	EA	\$ 1171.00	\$ 2342.00
9530	001078501	10	FT	\$ 206.55	\$ 2065.50
9530	010170817	44	FT	\$ 132.00	\$ 5808.00
9530	002382146	10	EA	\$ 368.00	\$ 3680.00
9530	002344488	10	EA	\$ 554.00	\$ 5540.00
9535	002326880	118	SH	\$ 119.25	\$ 14,071.50
9535	002777808	20	SH	\$ 224.00	\$ 4480.00
9535	002326869	162	SH	\$ 40.00	\$ 6480.00
9535	002326870	104	SH	\$ 59.20	\$ 6208.00
9535	011337372	22	PM	\$ 676.00	\$ 14,872.00
9540	005422699	3200	FT	\$ 2.54	\$ 8128.00
9540	005956701	400	FT	\$ 8.09	\$ 3236.00
9540	005422740	88	FT	\$ 8.20	\$ 721.60
9540	005422751	100	FT	\$ 14.32	\$ 1432.00
9540	005422708	308	FT	\$ 17.50	\$ 1750.00
9540	005422749	100	FT	\$ 3.95	\$ 1216.60
	TOTAL				219620.94

OPTION FOUR					
FSC	NIIN	Est. Annual Quantity	Unit of Issue	Vendors Unit Price	TOTAL PRICE
9505	005541420	1000	LB	\$ 6.03	\$ 6030.00
9505	002934208	272	LB	\$ 4.73	\$ 1286.56
9505	002212650	34	FT	\$ 2.25	\$ 76.50
9505	005961404	330	FT	\$.14	\$ 46.20
9510	001890629	40	FT	\$ 35.13	\$ 1405.20
9510	001881735	120	FT	\$ 33.87	\$ 4064.44
9510	001890607	12	FT	\$ 130.00	\$ 1560.00
9510	001999330	80	FT	\$ 23.85	\$ 1908.00
9510	001890593	92	FT	\$ 15.50	\$ 1426.00
9515	002044583	116	SH	\$ 133.00	\$ 15428.00

9515	002044581	52	SH	\$ 166.00	\$ 8632.00
9515	002224364	20	PM	\$ 750.00	\$ 15,000.00
9515	002044585	50	SH	\$ 108.00	\$ 5,400.00
9515	002044622	4	PM	\$ 2740.00	\$ 10,960.00
9520	002774913	5588	FT	\$.67	\$ 3743.96
9520	002774914	4000	FT	\$.85	\$ 3400.00
9520	002774934	1400	FT	\$.57	\$ 798.00
9520	002777298	84	FT	\$ 4.12	\$ 346.08
9520	002775986	2202	FT	\$.40	\$ 880.80
9525	002777829	24	CL	\$ 607.00	\$ 14,568.00
9525	010798232	2	CL	\$ 225.00	\$ 450.00
9525	002776045	2	CL	\$ 150.00	\$ 300.00
9530	010295071	20	SL	\$ 1218.00	\$ 24,360.00
9530	010930048	20	FT	\$ 776.00	\$ 15,520.00
9530	010156939	2	EA	\$ 1171.00	\$ 2,342.00
9530	001078501	10	FT	\$ 206.55	\$ 2065.50
9530	010170817	44	FT	\$ 132.00	\$ 5808.00
9530	002382146	10	EA	\$ 368.00	\$ 3680.00
9530	002344488	10	EA	\$ 554.00	\$ 5540.00
9535	002326880	118	SH	\$ 119.25	\$ 14,071.50
9535	002777808	20	SH	\$ 224.00	\$ 4480.00
9535	002326869	162	SH	\$ 40.00	\$ 6480.00
9535	002326870	104	SH	\$ 59.70	\$ 6208.80
9535	011337372	22	PM	\$ 676.00	\$ 14,872.00
9540	005422699	3200	FT	\$ 2.54	\$ 8128.00
9540	005956701	400	FT	\$ 8.09	\$ 3236.00
9540	005422740	88	FT	\$ 8.20	\$ 721.60
9540	005422751	100	FT	\$ 14.32	\$ 1432.00
9540	005422708	308	FT	\$ 17.50	\$ 1750.00
9540	005422749	100	FT	\$ 3.95	\$ 1216.60
	TOTAL				219,620.94

II. BLOCK 25 OF SF 1449 IS COMPLETED AS FOLLOWS:Statement of Work

1. SCOPE - The Fleet and Industrial Supply Center, San Diego (FISC-SD) is seeking to establish an Firm Fixed Price, Indefinite Delivery Type Contract (IDTC) for the commodities specified. The contractor shall provide a wide array of Federal Supply Class 9500, Metal Bars, Sheets and associated supplies as listed in the contract's item description section, Attachment (1) Disk. All specifications, service, and delivery requirements are defined in this Statement of Work.

1.1 Background - The purpose of this contract is to improve supply system service to our customers while reducing the cost of supply system operations. FISC-SD is seeking to improve the availability, quality and delivery times of commercially available commodities to our customers. At the same time we will be reducing the burden on our warehouse and transportation systems. The ultimate effect is to support our customers more efficiently while saving taxpayer dollars by reducing the supply system infrastructure.

Our intent is to create a commodity contract initially for one customer and then add our other customer sites after the contract is in place and operational. FISC-SD currently has multiple customers and is actively pursuing more. The potential for this contract expanding in volume is highly probable, therefore during the term of this contract and for any subsequent option periods thereof, FISC-SD reserves the right to add ordering activities or to delete ordering activities within the Western region of the United States.

1.2 Applicable Documents

Attachment (1) - Diskette (Description of Items)

Attachment (2) - List of Authorized Ordering Officers

Attachment (3) - List of Delivery Destination/Receiving points

2. REQUIREMENTS

2.1 The contractor will provide and deliver all items ordered from the list of items specified in Attachment (1) by one of the designated FISC Ordering Officers (OO) within the time requirements of this contract. The items are a listing of those historically ordered by FISC-SD and their customers. Offerors are required to

scan the list and place a check mark (yes or no) by each item in their inventory. The diskette shall be returned with their offer and will be used in the evaluation criteria.

2.1.1 Ordering Hours - The contractor will establish hours of operation, that, as a minimum, coincide with those of FISC-SD and its' partner sites. The current FISC-SD core hours of operation are from 07:00 to 16:00, Monday through Friday. The contractor will also provide a means to receive emergent requests from the Ordering Officers after normal hours of operation and on weekends. The alternate means to receive emergent orders can be either a pager number or a FAX number that can be accessed during other than normal business hours.

2.2 Order Process and Packaging

2.2.1 Ordering Officers - The Ordering Officers are responsible for issuing all Delivery Orders (DOs) under this contract. The Ordering Officers will be designated (see attachment (2)) and trained by the Government. Under the scope of this contract, Ordering Officers are permitted to negotiate changes to DOs only, and have no authority to modify any provision of the basic contract. Ordering Officers may enter into mutual, no-cost cancellations of individual DOs under this contract and may reduce the scope of the individual DOs. Any requests for deviation from the terms and conditions of the contract shall be submitted to the Procurement Contracting Officer (PCO) for contractual action. Only the PCO can modify the terms of the contract.

2.2.2 Ordering Process - Purchases, which are referred to as DOs, will be placed by FISC-SD Ordering Officers and received by the contractor utilizing either Electronic Data Interchange (EDI) or by FAX (at the option of FISC-SD). The exact method of EDI transmission to be utilized is as yet to be determined by FISC-SD, but will be required to be used by the contractor upon system determination.

2.2.3 Shipments - Each delivery order will be consolidated into a single package, when feasible, and clearly marked with the Delivery Order number. If multiple packages are necessary then each package will be marked with all relevant shipping information to include the Delivery Order number and number of total packages in the shipment. Each package will have a Delivery Order label that describes the contents and value of the package.

2.2.4 Partial Shipments and Substitutions

2.2.4.1 Partial Shipments - Those shipments that are delivered short of all items ordered, or left in an "open" status pending shipment of the balance, are not permitted. The contractor shall notify the Ordering Officer by phone when the entire quantity ordered cannot be provided. If the Ordering Officer indicates acceptance of a decreased quantity shipment, the contractor is authorized to ship the decreased quantity. The contractor will then line out the original quantity ordered and the corresponding value on the Delivery Order label and notate the new quantity and value before affixing the label to the package. A duplicate Delivery Order label must be annotated with the same information as above and the name of the Ordering Officer with the date of approval of the partial shipment. This label shall be affixed on an Exceptions/Signature form and submitted with the package to Receiving. Under no circumstances will payment for quantities in excess of the quantities stated on any Delivery Order be authorized. Over shipments will be treated in accordance with FAR clause 52.211 - 17 "Delivery of Excess Quantities" - September 1989.

2.2.4.2 Substitutions - The contractor shall notify the Ordering Officer by phone of intent to offer a substitute item. (For purposes of this contract a substitute item is defined as an alternate item that meets or exceeds the form, fit, function, and quality requirements of the original item ordered). If the Ordering Officer indicates acceptance of the substitute item for delivery, the contractor shall line out the original part number, value, and description on the Delivery Order label and notate the substitute information, if different, before affixing the Delivery Order label to the package. Another label with the same information shall be affixed to an Exceptions/Signature form and submitted with the package to Receiving.

2.2.4.2.1 Receiving Substitutions - FISC-SD and its Partners/Customers reserve the right to return any substituted items that, after customer receipt, has been determined to be "not acceptable" or has been provided by the contractor without prior approval of the Ordering Officer at no cost to FISC-SD or its partner sites.

3.0 DELIVERY

3.1 Normal Delivery Schedule - The normal ordering and delivery cycle under this contract is to be five (5) working days. The contractor shall deliver the items ordered hereunder to the designated receiving area within five working days of the order

date. Under no circumstances will the items be delivered after the five day period unless pre-approved by the Ordering Officer. If delivery of the items will exceed the five day period, then the Government reserves the right to purchase the items from another vendor.

3.2 Emergent Delivery Schedule - Emergent deliveries imply 24 hour delivery from the time the order is placed. When items are needed to fill an urgent Government requirement, the Government reserves the right to purchase the emergent need from another vendor if the contractor cannot meet the required emergent delivery schedule.

3.3 Time of Delivery - The contractor shall deliver all items under this contract during the normal work day of our partner site(s), between the hours of 0700 and 1600 local time unless another pre-determined schedule has been approved by our partner site. Items whose delivery fall on a weekend or holiday shall be delivered on the following work day. A "delivery window" may be established for each site after contract is awarded if it is determined to be mutually beneficial to the Government and the contractor.

3.3.1 Noncompliance of Delivery Schedule - The contractor shall assume full responsibility for any orders that have to be canceled due to noncompliance with the delivery requirements. The contractor will notify the Ordering Officer immediately by phone if unable to meet the delivery schedule.

3.4 Place of Delivery (FOB Destination) - The contractor shall transport and deliver all items furnished under this contract expense (FOB destination). Direct delivery to the Ordering Officer is strictly prohibited. The Delivery Orders will specify the delivery destination/receiving point.

3.5 Unloading of Shipments - The contractor will coordinate with the Ordering Officer all manpower and equipment needs for the purpose of unloading the shipment. The contractor will place items on a pallet, where feasible, to facilitate off loading.

4.0 CANCELLATION AND MATERIAL RETURNS

4.1 Contractor Cancellations - The contractor shall notify the Ordering Officer immediately by phone if he/she is unable to fill an order. The contractor shall affix the DO label to an Exceptions/Signature form (as described in section 2.2.4.1) to be returned with the next scheduled delivery unless otherwise stipulated by the Ordering Officer.

4.2 Ordering Officer Cancellations - The Ordering Officer can cancel a DO up to the point when the full order is loaded by the contractor. The contractor will acknowledge the cancellation request by not shipping the order. Additionally, the contractor will affix the canceled DO label to an Exceptions/Signature form (as described in section 2.2.4.1). If the ordered material has already been shipped by the time the Ordering Officer requests a cancellation, then the return process described in section 4.3 will apply.

4.3 Returns - The Government may return regularly stocked items for credit (defective or otherwise) up to 15 days after the date of delivery. Accepting returns after the 15 day period will be at the discretion of the contractor, unless there is a latent defect or other reasonable cause.

4.4 Restocking Fee - The contractor may apply a restocking fee to canceled or returned items if the items were ordered incorrectly by the Ordering Officer and the manufacturer requires a restocking fee. The Exception/Signatures form shall be used to communicate this change.

5.0 INVOICE/PAYMENT PROCESS

5.1 Invoices - The contractor will provide a monthly summary invoice to each Ordering Officer for all shipments made during that period. The Ordering Officers will review and approve the invoice. If a discrepancy exists, the invoice will be resolved at that time.

5.2 Payment - The primary payment method for this contract will be by Government Credit Card. When the DO is placed, a FACSIMILE copy of the SF1149 will be sent to the vendor. The original SF1149 will remain on file at the ordering activity for audit purposes. At the time of shipment the vendor is required to call the Ordering Officer who will issue the card number. The only one authorized to receive a copy of the order is the designated vendor.

FISC-SD reserves the right to invoke an automated invoice system whereby FISC-SD will generate and forward the invoice and payment directly to the contractor. Upon receipt, the contractor will review the invoice for accuracy and immediately notify the Ordering Officer of any discrepancies. The invoice will be deemed correct unless a Notice of Discrepancy is provided to the Ordering Officer within 10 working days after receipt of payment. This system is not

currently in place. Payment shall in no way constitute final acceptance.

Alternate vendors can be sought for emergent requirements under \$2,500 that cannot be filled by the contractor within the time requirements needed.

6.0 OTHER CONSIDERATIONS

6.1 Contractor Points of Contact (POC): The contractor shall give written notice to the Contracting Officer, in advance, of any changes in the contractor's personnel (to include all relevant phone and fax numbers) responsible for providing the following:

- a. Contract coordination (liaison functions) for customer support problems.
- b. Technical assistance (product specifications, functionality, etc.)
- c. Packing and shipping operations

6.2 Plant Access - The contractor shall, during normal business hours, grant to the Contracting Officer or their authorized representative, plant access to the contractor's facility in which work under this contract is being performed. The Government personnel must have complied with the visit planning and coordination requirements of FAR 42.402 prior to arranging the visit.

6.3 Pricing/Discount - While the unit price proposed at the time of the award will not be binding throughout the life of the contract, and is only used for evaluation purposes, the unit price quoted (at the time of the order) to the Government shall be as low or lower than those charged to the Contractor's most favored customer for comparable quantities under similar terms and conditions. The price shall be FOB Destination. When the Government orders items in quantities that enable the Contractor to receive special manufacturers' discount, the Contractor shall pass these discounts on to the Government. When the Contractor can obtain an item from more than one source, he agrees to provide the lowest priced available. See III-Contract Terms and Conditions - "Commerciality of Pricing",

6.4 Price Comparison - The government reserves the right to compare the submitted retail price against other vendor pricing. If the contracted retail prices are significantly higher than other vendors, greater than 10%, the Government has the right to utilize another source for those item(s).

III. APPLICABLE CONTRACT CLAUSES:

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS. (MAY 1997)

ADDENDUM TO FAR 52.212-4. The following clauses are hereby incorporated by reference or full text as appropriate.

COMMERCIALITY OF PRICING

Individual delivery order prices will be based on parameters (including discounts and markdowns) offered commercial entities with most-favored status for like items and quantities. During the term of the ordering period, the contractor shall maintain a complete record of the pricing parameters for individual delivery orders.

Periodically, upon 5 day notice, the Contracting Officer's Representative will be provided access to the records of pricing parameters for the purpose of confirming commercial pricing. Access will include both the pricing parameters for the individual delivery orders plus any supporting documentation (such as supplier quotes, invoicing of commercial accounts for similar items, etc.).

In the event the periodic reviews establish delivery order pricing exceeding the parameters applied for commercial entities with most-favored status, the Contractor agrees the pricing will be reduced accordingly. Any reduction in pricing will include applicable direct or indirect expenses and profit markup.

Simple interest on the amount of overpricing will be computed from the date of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2).

In the event of disagreements on either the magnitude of the overpricing or the existence of overpricing, the disagreement will be will considered a matter of dispute and will be subject to the provisions of FAR 52.233-1, DISPUTES (OCT 1995).

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUL 1995) -- ALTERNATE I (OCT 1995)

52.211-5 NEW MATERIAL. (MAY 1995)

DESIGNATION OF ORDERING ACTIVITIES

The following Naval activities are hereby authorized to place delivery orders:

Activity: Fleet and Industrial Supply Center

Mailing Address: 937 North Harbor Drive, San Diego, CA.

The Contracting Officer will issue a letter to the contractor coincident with contract award listing the authorized ordering officer(s) by name. The authorized ordering officer is responsible for issuing and administering any orders placed hereunder. Ordering officers have no authority to modify any provisions of the basic contract. Any deviations from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Terminations of delivery orders for convenience or for default shall be issued only by the PCO.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 Dec 1997 through 30 Sept 1998.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 DELIVERY ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$5,000.00;

(2) Any order for a combination of items in excess of \$5,000.00; or

(3) A series of orders from the same ordering office within one [3] days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one [1] day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after expiration of the contract.

CAUTION: Although this is a requirements contract per clause 52.216-21, offerors are notified that the estimated contract usage is based upon historical data. The usage is our best indicator of prior volume. The actual dollar amount during performance may vary dramatically upwards or downwards based on ships' movements and repair requirements.

SUP 5252.216-9402 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (OCT 1996).

(a) Oral orders may be placed provided the following conditions are complied with:

(1) No oral order will exceed \$100,000.00 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(2) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and delivery or performance date.

(3) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.

(4) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(5) Written confirmation of oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

5252.216-9403 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS
(JAN 1992) (NAVSUP)

Written orders (on Standard Form 1449) will contain the following information consistent with the terms of the contract:

- (a) Date of Order.
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performance (including consignee).
- (f) Packaging, packing and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection, invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

52.217-8 OPTION TO EXTEND SERVICES. (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT--MAR 1989--
VARIATION

- (a) The Government may extend the term of this contract by written notice to the Contractor within before the expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option provision. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Period of Performance

This contract shall become effective on 01 Dec 1997 or date of award whichever is later, and shall continue in effect during the period ending 30 September 1998.

Period of Performance, Option I

Upon exercise of the option, the period of performance of this contract shall extend from 01 October 1998 to 30 September 1999.

Period of Performance, Option II

Upon exercise of the option, the period of performance of this contract shall extend from 01 October 1999 to 30 September 2000.

Period of Performance, Option III

Upon exercise of the option, the period of performance of this contract shall extend from 01 October 2000 to 30 September 2001.

Period of Performance, Option IV

Upon exercise of the option, the period of performance of this contract shall extend from 01 October 2001 to 30 September 2002.

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, or data,
 - b. Freedom of Information inquiries,
 - c. Change/question/information regarding the scope, terms or conditions of the basic contract document, and/or
 - d. Arranging the post award conference (see FAR 42.503).

Name: Mary O'Brien

Address: Fleet and Industrial Center, Contracts Division
937 N. Harbor Drive, San Diego, CA 92132-0060

Phone: (619)532-2657

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Fleet and Industrial Supply Center, Regional Contracts
Address: Same as above

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: Not Applicable

Address:

Phone:

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: Stated on Individual Delivery Orders

Address:

]

Phone:

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
 - a. Liaison with personnel at the Government installation and the contractor personnel on site;
 - b. Technical advice/recommendations/clarification on the statement of work;
 - c. The statement of work for delivery/task orders placed under this contract;
 - d. An independent government estimate of the effort described in the definitized statement of work
 - e. Quality assurance of services performed and acceptance of the services or deliverables;
 - f. Government furnished property;
 - g. Security requirements on Government installation;
 - h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
 - i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order, or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS

BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: Tim Pentaleri
Address: Fleet and Industrial Supply Center
Material Management
937 North Harbor Drive
San Diego, CA 92132
Phone: (619) 532-4336

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name:
Address:

Phone:

6. COMMODITY MANAGER is assigned by the requiring activity, and is responsible for the following:

- a. Two to four times annually, the Commodity Manager will request the Contracting Officer to obtain access to the Contractor's records. Contractor's pricing parameter records will be reviewed to ensure the Government has been offered pricing consistent with commercial clients with "most favored" status.
- b. A written summary of the results of the review will be provided to the Ordering Officer. In the event the review establishes incidents of overpricing, the Commodity Manager will provide to the Ordering Officer within 5 working days detailed report documentation.
- c. In the event of an overpricing incident, the Commodity Manager will work with the Ordering Officer to obtain a pricing remedy.

Name: Tim Pentaleri
Address: Material Management
Phone: (619) 532-4336

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order.
- d. Authorization for use of overtime.
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The Ordering Officer is further required to review results of Commodity Manager's Overpricing Review Report and in the event of an overpricing incident, initiate remedial action with the Contractor.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to pricing arrangements;
- b. No order shall be placed in excess of "unlimited" without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of "unlimited"

Name: Fleet and Industrial Supply Center
Address: 937 North Harbor Drive
Phone: San Diego, Ca 92132

POINT OF CONTACT AT INDUSTRIAL METAL SUPPLY CO.

TODD COHEN
(619) 277-8200

5252.246-9401 STANDARD COMMERCIAL WARRANTY (OCT 1995) NAVSUP

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under any "Inspection" clause that may be in the contract nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

52.247-34 F.O.B. DESTINATION. (NOV 1991)

PLACE OF DELIVERY (F.O.B. DESTINATION)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled F.O.B. DESTINATION, FAR 52.247-34, to various FISC and partner sites in the San Diego, CA. area as designated on Individual Orders.

52.222-20 WALSH HEALEY PUBLIC CONTRACTS ACT--DEC 1996

52.211-17 DELIVERY OF EXCESS QUANTITIES--SEPT 1989

52.232.33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER
PAYMENT (AUG 1996)52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS. (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3 , Convict Labor (E.O. 11755); and

(2) 52.233-3 , Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement

provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

X (1) 52.203-6 , Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) .

X (2) 52.203-10 , Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423) .

X (3) 52.219-8 , Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3)) ;

X (4) 52.219-9 , Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4)) ;

 (5) 52.219-14 , Limitation on Subcontracting (15 U.S.C. 637(a)(14)) .

X (6) 52.222-26 , Equal Opportunity (E.O. 11246) .

X (7) 52.222-35 , Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212) .

X (8) 52.222-36 , Affirmative Action for Handicapped Workers (29 U.S.C. 793) .

X (9) 52.222-37 , Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) .

 (10) 52.225-3 , Buy American Act--Supplies (41 U.S.C. 10) .

X (11) 52.225-9 , Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582) .

 (12) Reserved.

 (13) 52.225-18 , European Union Sanctions for End Products (E.O. 12849) .

 (14) 52.225-19 , European Union Sanctions for Services (E.O. 12849) .

____ (15) (i) 52.225-21 , Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187) .

____ (15) (ii) Alternate I of 52.225-21 .

X (16) 52.239-1 , Privacy or Security Safeguards (5 U.S.C..552a) .

____ (17) 52.247-64 , Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) .

(This acquisition is being conducted under _____ delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is _____) .

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c) , applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____ (1) 52.222-41 , Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.) .

____ (2) 52.222-42 , Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.) .

____ (3) 52.222-43 , Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.) .

____ (4) 52.222-44 , Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.) .

____ (5) 52.222-47 , SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.) .

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this

contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2 , Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7 , Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26 , Equal Opportunity (E.O. 11246);

(2) 52.222-35 , Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36 , Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64 , Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (FEB 1997)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023 , Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

 X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)

 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (Alternate I) (Section 9004, Pub. L.101-165(10 U.S.C.2301(repealed) note)).

 252.219-7002 Notice of Small Disadvantaged Business Set-Aside (Alternate I) (15 U.S.C. 644).

 X 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

 X 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (Alternate I) (Section 9004, Pub. L. 101-165(10 U.S.C.2301 (repealed)note)).

 X 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns (Alternate I) (15 U.S.C. 644).

 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582).

 X 252.225-7007 Trade Agreements (10 U.S.C. 2501-2582).

X 252.225-7012 Preference for Certain Domestic Commodities.

 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).

 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. (a) (3)).

 252.225-7036 North American Free Trade Agreement Implementation Act.

 252.227-7015 Technical Data-Commercial Items (10 U.S.C. 2320).

 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

 252.242-7002 Submission of Commercial Freight Bills for Audit (31 U.S.C. 3726).

X 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

X 252.249-7001 Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225.7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

IV. ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS.

Attachment (1) Item Description - 3.5" Diskettes in Microsoft Excel
Version 5.0, File Name 9500 List.xls

Attachment (2) List of Authorized Ordering Officers

Attachment (3) List of Delivery Destination/Receiving Points

Attachment (4) CERTIFICATE OF MOST-FAVORED CUSTOMER PRICING
(Page 37A, Amendment 0001)

Attachment 2

List of Authorized Ordering Officers:

SIMA - SD
Code 4500
3755 Brinser St, Suite 1
San Diego, Ca. 92136-5299

Cathy Miller
556-2151
556-2156 (fax)

Teo Cruzado
556-2160
556-2156 (fax)

Debra Crowder
556-2151
556-2156 (fax)

Attachment 3

List of Delivery Destinations/Receiving Points

SIMA-SD

3755 Brinser St, Bldg 3418

San Diego, Ca. 92136-5299

SIMA-SD

3755 Brinser St, Bldg 61

San Diego, Ca. 92136-5299